

Exhibit 3



User Agreement

We want to make sure you completely understand what using Broadjam is all about. So please email us at info@broadjam.com if anything is unclear.

IMPORTANT:

THIS AGREEMENT IS A CONTRACT.

IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS.

PLEASE READ THIS AGREEMENT CAREFULLY, AND PRINT IT, BEFORE CLICKING "I ACCEPT"

SIGNING UP FOR A BROADJAM ACCOUNT MEANS YOU ACCEPT THIS AGREEMENT AND UNDERSTAND THAT IT WILL BIND YOU LEGALLY. BROWSING THE SITE WITHOUT AN ACCOUNT ALSO BINDS YOU TO APPLICABLE PROVISIONS OF THIS AGREEMENT.

You acknowledge that you have read, understand and agree to be bound by this Agreement. If you do not agree with any provision of this Agreement, do not use the Site or any Service.

As between you (whether you are an individual representing yourself, or acting as the representative for a group, band, business entity or association) and Broadjam, Inc., (referred to as "we," "us" or "Broadjam"), this Agreement contains the terms and conditions that govern your use of the website found at www.broadjam.com, any and all of its mobile version(s) and/or applications, any of its sub-domains (collectively, the "Site"), as well as any authorized activity made available by us to Users (each a "Service" and collectively, the "Services"). Unless otherwise indicated, the term "Site" shall include the Services and Site Content (as defined herein), and the term "Services" includes Mobile Services. Some particularized Services may be subject to additional terms and conditions set forth in separate agreements. Broadjam is a Delaware corporation with its principal place of business at PO Box 930556 Verona, WI 53593. You and Broadjam may be referred to collectively herein as the "Parties" and individually as a "Party."

Last updated: Sept 1, 2016

IN CONSIDERATION and exchange of the mutual covenants of the Parties contained herein and the mutual benefits to be received under this Agreement, the Parties agree as follows:

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This Agreement applies generally to all Users. Provisions applying only to certain types of Users (such as Subscribers and Hosting Subscribers) are so designated.

We may change or modify this Agreement at any time and such changes or modifications will become effective upon being posted to the Site. We will indicate at the top of its first page the date this Agreement was last revised. If you do not agree to abide by this or any future versions of the Agreement, do not use or access (or continue to use or access) the Site or Services. It is your responsibility to check the Site regularly to determine if there have been changes to the Agreement and to review such changes. Without limiting the foregoing: if we make changes to the Agreement that we deem to be material, those with Broadjam accounts will receive a message in their Broadjam inbox. If you do not have a Broadjam account, you will not receive this direct message.

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- » [1.02 Definitions](#)

For purposes of this Agreement the following definitions shall apply:

(a) "Artist" means any individual or group, whether or not organized as a legal entity, that made any creative contribution to Materials you post at, on or through the Site.

(b) "Person" means any individual, corporation, partnership, association or other group of persons, whether or not organized as a legal entity, including legal successors or representatives of the foregoing.

(c) "Materials" means any and all works of authorship posted to the Site by any User, whether copyrightable or not, including but not limited to sound recordings, musical compositions, lyrics, pictures, graphics, photographs, text, videos and other audiovisual work, album and other artwork, liner notes, compilations, derivative works and collective works.

(d) "User" means any Person who visits the Site for any purpose, authorized or unauthorized. The term, "User" includes but is not limited to those who submit Material to or in any manner avail themselves of any Service offered at, on or through the Site. The term, "User" also includes but is not limited to, Subscribers and Hosting Subscribers.

(e) "Term" means the period of time during which this Agreement is in effect as between Broadjam and You. Termination of your Broadjam account for any reason shall terminate the Term. Termination shall not be effective with respect to any provision of this Agreement that is either specifically designated as surviving termination, or should reasonably survive in order to accomplish the objectives of this Agreement.

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» 1.03 License and Site Access

Broadjam grants you a personal, revocable, nontransferable, and non-exclusive license to access and make personal use of the Site and to use the object code of the Site on a single computer, subject to the following terms and conditions:

(a) You do not, and do not allow any third party to, copy, modify, create a derivative work from, or

attempt to transfer any right in the software for the Site; and

(b) You do not download (other than page caching) or modify the Site or any portion of it, without Broadjam's express written consent; and

(c) You do not download (other than page caching), modify or exercise any other exclusive right to any Materials posted on the Site, without a written license from the owner(s) of such Materials.

This license expressly excludes any resale or commercial use of the Site or its contents; any collection or use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of any merchant; and any use of data mining, robots, or similar data gathering and extraction tools. Neither the Site nor any portion thereof may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Broadjam's express written consent

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✦ 1.04 Policies; Materials; Intellectual Property.

(a) From time to time Broadjam may post guidelines, policies and rules on the Site, including but not limited to our Privacy Policy, and our Copyright DMCA Policy (collectively, the "Policies"). The Policies are incorporated by reference into this Agreement and you agree to their terms. You should review the Policies frequently and carefully. In the event of any conflict between this Agreement and the Policies, this Agreement shall control.

(b) Broadjam shall have the right to review all Materials and in its sole discretion to remove or refuse to post any Materials for any reason.

(c) Except for Materials, the entire Site and its contents, including but not limited to text, graphics, logos, layout, design, button icons, images, compilations, object code, source code, multimedia content (including but not limited to images, illustrations, audio and video clips), html and other mark up languages, all scripts within the Site or associated therewith and all other work and intellectual property of any type or kind, whether patentable or copyrightable or not (hereinafter, without limitation, "Site Content"), is the property of Broadjam or its content suppliers and are

protected by United States and international copyright laws with All Rights Reserved. All Site databases and the compilation of any/all Site Content are the exclusive property of Broadjam and are protected by United States and international copyright laws with All Rights Reserved. All software used on the Site or incorporated into it is the property of Broadjam or its software suppliers and is protected by United States and international copyright laws with All Rights Reserved.

(d) The Site is protected by all applicable federal and international intellectual property laws. No portion of the Site may be reprinted, republished, modified or distributed in any form without Broadjam's express written permission. You agree not to reproduce, reverse engineer, decompile, disassemble or modify any portion of the Site. Certain content may be licensed from third parties and all such third party content and all intellectual property rights related to such content belong to the respective third parties.

(e) You acknowledge that Broadjam retains exclusive ownership of the Site and all intellectual property rights associated therewith. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Site or any Service, and Broadjam reserves all rights not expressly granted hereunder. You shall promptly notify Broadjam in writing upon your discovery of any unauthorized use or infringement of the Site or any Service or Broadjam's patents, copyrights, trade secrets, trademarks or other intellectual property rights. The Site contains proprietary and confidential information that is protected by copyright laws and international treaty provisions.

(f) Violations of this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(g) Subject to our Privacy Policy, no information or Material uploaded or sent to Broadjam at, on or through the Site will be deemed or treated as confidential. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Services ("Submissions") provided by you to Broadjam shall become the sole property of Broadjam. You hereby assign to Broadjam all exclusive rights, including all intellectual property rights, to Submissions and Broadjam shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without notice, attribution or compensation

to you.

(h) If applicable, You agree to comply with the Acceptable Use Policies ("AUPs") of vendors providing bandwidth, merchant or related services to Broadjam. Broadjam will provide links to applicable AUPs upon your written request.

(i) "Broadjam," "Broadjam Top 10," "Metajam," "broadjam.com", "Musicians of Broadjam," Mini MoB, PRIMO MoB and all other trademarks, service marks, logos, labels, product names, service names and trade dress appearing on the Site, registered and unregistered (collectively, the "Marks") are owned exclusively or are licensed by Broadjam. Marks not owned by Broadjam or its subsidiaries are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Broadjam. Other trademarks, service marks, logos, labels, product names and service names appearing in Material posted on the Site and not owned by Broadjam or its organizational affiliates, are the property of their respective owners. You agree not to copy, display or otherwise use any Marks without Broadjam's prior written permission. The Marks may never be used in any manner likely to cause confusion, disparage or dilute the Marks and/or in connection with any product or service that is not authorized or sponsored by Broadjam.

(j) You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on the Site.

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✦ 1.05 Co-Branding, Framing, Metatags and Linking.

Co-Branding. You may not co-brand the Site. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of Broadjam in such a manner as is reasonably likely to give the impression that you have the right to display, publish, or distribute the Site or content accessible within the Site, including but not limited to Materials. You agree to cooperate with Broadjam in causing any unauthorized co-branding immediately to cease.

Framing and Metatags.

You may not frame or use framing techniques to enclose any Broadjam trademark, logo, or other proprietary information (including but not limited to images, text, page layout, and form) without Broadjam's express written consent. You may not use any metatags or any other "hidden text" using Broadjam's name or trademarks without Broadjam's express written consent. Any such unauthorized use shall result in the immediate and automatic termination of all permission, rights and/or licenses granted to you by Broadjam and may also result in such additional action as Broadjam deems necessary to protect and enforce its legal rights.

Linking: Custom Homepage Links

If you are a Hosting Subscriber as defined under Section 3.01 of this Agreement you are granted a personal limited, revocable, nonexclusive, nontransferable license to create and use your Custom Homepage Link subject to your full compliance with all terms and conditions of this Agreement and all Policies, and further subject to the following:

Hosting Subscriber expressly acknowledges that Broadjam is the sole and exclusive worldwide owner of all Broadjam Marks, as such term is defined in this Agreement.

Hosting Subscriber expressly acknowledges that this license is granted in consideration of and is conditioned upon Hosting Subscriber's full compliance with the terms and conditions of this Agreement, these additional conditions applying to Hosting Subscribers, and all Policies appearing on the Site.

This license shall terminate immediately upon expiration or termination of Hosting Subscriber's hosting subscription or Broadjam membership or if, in Broadjam's absolute discretion and without the necessity of written notice, Hosting Subscriber has failed to comply with any of the terms or conditions of this Agreement or any Policies appearing on the Site.

Hosting Subscriber agrees to display the following disclaimer prominently at the foot of the home page of Hosting Subscriber's Website: "Hosted by Broadjam. [Hosting Subscriber's Name Here] is not affiliated with Broadjam, Inc. and Broadjam bears no responsibility for the content or use of this site."

Without in any way limiting Hosting Subscriber's covenants or obligations under this Agreement or

the Hosting Subscription Agreement, Hosting Subscriber warrants and represents that:

No use of Hosting Subscriber's Custom Homepage Link and no content on Hosting Subscriber's Website will dilute, tarnish, blur or otherwise diminish the value of the BROADJAM mark; and Hosting Subscriber will not use, publish or advertise the Custom Homepage Link for any purpose other than identifying the location of Hosting Subscriber's Website; and Upon Broadjam's request Hosting Subscriber will provide Broadjam with hard copy samples of any and all advertising, promotional and other tangible materials bearing the Custom Homepage Link, and will provide Broadjam with URLs to any sites or materials anywhere on the Internet pointing to, linking to or otherwise referring to the Custom Homepage Link.

Linking: Other

You are granted a limited, revocable, nonexclusive license to create a hyperlink to Broadjam's home page, provided that you comply with all of the following:

The link must be a text-only link clearly marked "broadjam.com" or "www.broadjam.com";

The link must "point" to the URL "http://www.broadjam.com" and not to any other page within the Site;

The link, when activated by any user, must display the Site full-screen and not within a "frame" on the linking site;

The link shall not portray Broadjam or its products or services in a false, misleading, derogatory, or otherwise offensive matter;

The link may not use any Broadjam logo or other proprietary graphic or trademark as part of the link without Broadjam's prior express written permission; and

The appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with our name and Marks or create any false appearance that we are associated with or sponsor the linking site.

Subject to applicable law, we reserve the right to revoke our consent to any link at any time in our sole discretion.

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» 1.06 Materials; Mobile Services

You shall retain full ownership and copyright of any and all Materials you submit to Broadjam, at all times, subject only to the rights and licenses you grant to Broadjam pursuant to this Agreement or any other applicable agreement. Without limiting any other provisions of this Agreement: you authorize and direct us to make and retain such copies of your Materials as we deem necessary in order to facilitate the storage, use and display of such Materials in accordance with your chosen account settings.

Your Materials shall not be considered assets of Broadjam in the event of a voluntary or involuntary bankruptcy.

If you believe that Materials in which you hold an ownership interest have been posted to the Site or otherwise submitted to Broadjam without your permission, you must, and hereby agree, immediately to notify Broadjam's Copyright Agent. Broadjam recommends that you register your Materials with the US Copyright Office. While Broadjam takes commercially reasonable steps to ensure that the rights of its members are not violated by Users, Broadjam has no obligation to pursue legal action against any alleged infringer of any rights in or to your Materials.

You are solely responsible at your own cost and expense for creating backup copies and replacing any Materials you post or store on the Site or otherwise provide to Broadjam.

The Site may be available via mobile devices and applications. We may provide without limitation the ability from such devices and applications to access your account, upload content to the Site and to send and receive messages, instant messages, Materials, and other types of communications that may be developed (collectively the "Mobile Services"). Your mobile carrier's normal messaging, data and other rates and fees may apply when using the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all mobile carriers or devices. When available, by using

any Mobile Services, you agree that we may communicate with you regarding Broadjam and the Site by multimedia messaging service, short message service, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

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✿ 1.07 Digital Millennium Copyright Act (DMCA) Policy.

Section 512 of the Copyright Law of the United States (17 U.S.C. Â§512) limits liability for copyright infringement by service providers if the service provider has designated an agent for notification of claimed infringement by providing contact information to the Copyright Office and through the service provider's website.

Broadjam has designated an agent to receive notification of alleged copyright infringement (our agent is identified below). This Section 1.07 is without prejudice or admission as to the applicability of the Digital Millennium Copyright Act, 17 U.S.C., Section 512, to Broadjam.

How to report a claim of infringement If you believe that Material on the Site violates any of your exclusive rights under United States copyright law, you must notify our designated agent. Section 512 (c)(3)(A) requires that to be valid, your claim of copyright infringement must be written and addressed to our agent (identified below) and must provide the following information (the list below comes straight from the statute; if you do not understand the language please seek independent advice):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably

sufficient to permit the service provider to locate the material.

- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When filing an infringement claim, please include any URLs identifying the allegedly infringing Material along with any other information that might assist our agent's investigation of your claim.

Upon receipt of a valid claim (i.e., a claim in which all required information is substantially provided) Broadjam will undertake to have the disputed Material removed from public view. We will also notify the user who posted the allegedly infringing Material that we have removed or disabled access to that Material. Broadjam has no other role to play either in prosecuting or defending claims of infringement, and cannot be held accountable in any case for damages, regardless of whether a claim of infringement is found to be true or false. Please note: If you materially misrepresent that Material infringes your copyright interests, you may be liable for damages (including court costs and attorneys fees) and could be subject to criminal prosecution for perjury.

How to make a counter notification

If you are a Broadjam user and you feel that Material that you have placed online that has been removed following an infringement complaint is in fact NOT an infringement, you may file a counter notification. Section 512 (g)(3) requires that to be valid, the counter notification must be written and addressed to our agent (identified below) and must provide the following information (again, the list below comes straight from the statute; if you do not understand the language please seek independent advice):

A physical or electronic signature of the subscriber.

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Our designated agent will present your counter notification to the person who filed the infringement complaint. Once your counter notification has been delivered, Broadjam is allowed under the provisions of Section 512 to restore the removed Material in not less than ten or more than fourteen days, unless the complaining party serves notice of intent to obtain a court order restraining the restoration.

It is Broadjam's policy to terminate subscribers and account holders who are found to be repeat infringers.

Broadjam's Designated Agent

Broadjam's designated agent is Elizabeth T Russell.

By mail:

2711 Allen Blvd. Ste 300, #410

Middleton WI 53562

By e-mail: copyright@broadjam.com

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🌟 1.08 User Representations.

By accepting this Agreement and/or submitting Materials to Broadjam, you expressly warrant and represent the following to Broadjam and acknowledge that Broadjam is relying upon such warranties and representations: (a) That all factual assertions you have made and will make to us are true and complete; that you have reached the age of majority and are otherwise competent to enter into contracts in your jurisdiction; that you are at least 18 years of age; and that, in any event, you are deriving benefits from this Agreement and from visiting the Site.

(b) That you have obtained and hold all rights, approvals, consents, licenses and/or permissions, in proper legal form, necessary to submit Materials on the terms provided herein and to grant Broadjam the nonexclusive licenses set forth herein. (c) That no other rights, approvals, consents, licenses and/or permissions are required from any other person or entity to submit your Materials on the terms provided herein or to grant Broadjam the nonexclusive licenses set forth herein.

(d) That your Materials are original; that your Materials were either created solely by you or, by written assignment, you have acquired all worldwide intellectual property rights in and to your Materials; that if your Materials contain any "samples" or excerpts from copyrightable work the rights to which are owned in whole or in part by any person or entity other than you, that you have obtained and hold all rights, approvals, consents, licenses and/or permissions, in proper legal form, necessary to use and include such work in your Materials; and that your Materials do not otherwise infringe on the intellectual property rights of any person or entity.

(e) That neither your Materials nor any comments or reviews you post on the Site violate any common law or statutory patent, copyright, privacy, publicity, trademark or trade secret rights of any person or entity and are not libelous, defamatory, obscene or otherwise actionable at law or equity.

(f) That you have neither intentionally nor with gross negligence submitted any Materials containing or producing any virus or other harmful code or other information that could damage or otherwise interfere with our computer systems or data and/or that of our customers.

(g) You agree to sign and deliver to Broadjam any additional documents that Broadjam may request to confirm Broadjam's rights and your warranties and representations under this Agreement.

(h) You acknowledge that Broadjam is relying upon the representations, warranties and covenants you have made herein. You agree to and hereby do indemnify Broadjam, its licensees, assigns and customers against, and hold them harmless from, any loss, expense (including reasonable attorney fees and expenses), or damage occasioned by any claim, demand, suit, recovery, or settlement arising out of any breach or alleged breach of any of the representations, warranties or covenants made herein or arising out of any failure by you to fulfill any of the representations, warranties, or covenants you have made herein.

(i) All representations, warranties or covenants made herein by you shall survive termination of this Agreement.

(j) All warranties and representations made by you herein are made for the benefit of Broadjam and its sub-licensees and may be enforced separately by Broadjam and/or by any contractually designated sub-licensee of Broadjam.

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» 1.09 Grant of Rights.

In consideration of Broadjam's efforts to provide your work with public exposure, you expressly authorize Broadjam and its sub-licensees to transmit, stream, broadcast, publicly display and publicly perform in any manner, form or media whether now known or hereafter devised, worldwide, any of the Materials you submit to Broadjam, in accordance with the provisions of this section. Without limitation to other licenses you may be inferred to have granted in order to accomplish the foregoing, you expressly grant Broadjam and its sub-licensees the following worldwide, non-exclusive, royalty-free, sublicenseable and transferable licenses with respect to any and all Materials you submit.

Public performance license for musical works. If you are a member of any collective rights management or performing rights society ("PRS"), worldwide, licensing and compensation for public

performances of your Material consisting of musical works (including qualifying performances by Broadjam and any of its sub-licensees) shall be made solely by your PRS and pursuant to your affiliation agreement with your PRS. If you are not affiliated with a PRS, or if any performance by Broadjam or any of its sub-licensees does not qualify as a performance under your affiliation agreement with your PRS: you hereby grant Broadjam and its sub-licensees a nonexclusive, royalty-free, direct license to publicly perform all musical compositions included in your Materials, worldwide, in any media formats and through any media channels now known or hereafter devised.

Public performance license for sound recordings. If you are a member of SoundExchange or any other collective rights management organization for sound recordings ("CRMO"), worldwide, licensing and compensation for public performances of your Material consisting of sound recordings (including qualifying performances by Broadjam and any of its sub-licensees) shall be made solely by your CRMO and pursuant to your affiliation agreement with your CRMO. If you are not affiliated with a CRMO, or if any performance by Broadjam or any of its sub-licensees does not qualify as a performance under your affiliation agreement with your CRMO: you hereby grant Broadjam and its sublicensees a nonexclusive, royalty-free license to publicly perform (by means of digital audio transmission and all other means) all sound recordings included in your Materials, worldwide, in any media formats and through any media channels now known or hereafter devised.

Reproduction licenses for compositions and sound recordings. Although copyright law is evolving to accommodate the digital environment, certain key issues remain unresolved. One such issue is the extent to which reproduction licenses are required for musical works and sound recordings made available on interactive streaming services. We choose to resolve the issue contractually.

Accordingly, you hereby grant Broadjam and its sub-licensees nonexclusive reproduction licenses for all musical works and sound recordings included in your Materials; provided, however, that unless by separate agreement you have chosen to make your Materials available for sale through Broadjam's digital download store, such reproduction licenses are limited in scope and apply only to the extent necessary to make your Materials publicly available via Broadjam's interactive streaming services.

Podcasts. From time to time Broadjam may invite you to submit your Materials for inclusion in downloadable content files known as "podcasts." Podcasts are non-live entertainment programs spotlighting the work of Broadjam members and are made available for download in unprotected media, free of charge, at the Site. Broadjam will not include your Materials in podcasts without your consent. If you choose to grant such consent, however, you also (and hereby do) grant to Broadjam and its sub-licensees all licenses reasonably required for podcasting, including nonexclusive

reproduction and public performance licenses for all musical works, and nonexclusive reproduction and public performance licenses for all sound recordings, embodied in any Materials of yours selected for inclusion in Broadjam podcasts. You further release Broadjam and its sub-licensees for any and all liability arising from any alleged failure by Broadjam or any of its sub-licensees to obtain appropriate licenses for the use of any Materials of yours selected for inclusion in Broadjam podcasts.

Broadjam Free Songs

You may at any time opt to make Materials you have uploaded to Broadjam available to other Broadjam members free of charge ("Free Songs"). The Broadjam Free Songs feature is designed to help you further circulate your music. Your songs will not be designated as Free Songs without your express consent. Broadjam makes your Free Songs available for download in unprotected media, free of charge, in the Broadjam Downloads Store ("BDS"). If you choose to designate your songs as Free Songs, you expressly authorize Broadjam and its sub-licensees to reproduce, transmit, stream, broadcast, publicly display and publicly perform in any manner, form or media whether now known or hereafter devised, such Free Songs in accordance with the provisions of this section. You may at any time choose to change the status of a song from Free" to Not Free" and vice versa in your User Profile. Broadjam shall not make any payments to you for songs downloaded by Broadjam members during the time period in which you designated your songs as Free Songs. You further release Broadjam and its sub-licensees for any and all liability arising from any unauthorized exercise of copyright rights in connection with your Materials that you have chosen to designate as Free Songs.

Broadjam shall have the right and license to use, and license others to use, your Materials for the purpose of promoting our products and services, and to use all names, likenesses, biographical materials, logos, trademarks or trade names of you and all individuals performing on or otherwise represented in your Materials without any payment to you or any other Persons, entities, groups or associations, in accordance with the provisions of this section. All rights and licenses you grant to Broadjam pursuant to this section shall terminate, with respect to specific Materials, when, in accordance with this Agreement, you exercise your right to request removal of such Materials.

You represent and warrant that you have exclusive authority to grant all licenses that are granted to Broadjam and its sub-licensees in this Agreement. You understand that Broadjam is relying on this representation and warranty. You agree to and hereby do indemnify Broadjam, its licensees, assigns

and customers against, and hold them harmless from, any loss, expense (including reasonable attorney fees and expenses), or damage occasioned by any claim, demand, suit, recovery, or settlement arising out of any breach or alleged breach of any of the representations, warranties or covenants made herein or arising out of any failure by you to fulfill any of the representations, warranties, or covenants you have made herein.

Sub-licensees designated by Broadjam to transmit, stream, broadcast, publicly display and/or publicly perform your Materials may pay a fee to Broadjam for facilitating access to such Materials and you hereby agree that Broadjam shall be entitled to collect and retain 100% of all such facilitation fees without any obligation to you.

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✦ 1.10 Disclaimer of Warranties.

(a) You acknowledge that the Site may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and that Broadjam shall not be responsible to you or others for any such interruptions, errors or problems or for discontinuance of any Broadjam Service. Broadjam provides no assurances whatever that any of your Materials will ever be accessed or used by Broadjam, its visitors, Subscribers or sub-licensees nor, if so accessed or used, that your Materials will continue to be available for any particular length or period of time.

(b) A possibility exists that the Site or any Service could include inaccuracies or errors, or information or materials that violate this Agreement. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or any Service. Although we attempt to ensure the integrity of the Site and every Service, we make no guarantees as to their completeness or correctness. In the event that a situation arises in which the Site's or any Services' completeness or correctness is in question, you agree to contact us including, if possible, a description of the material to be checked and the location (URL) where such material can be found, as well as information sufficient to enable us to contact you. We will make best efforts to address your concerns as soon as reasonably practicable. For copyright infringement claims, see Broadjam's [Digital Millennium Copyright \(DMCA\) Policy](#), set forth in Section 1.07 of this Agreement.

(c) The Site and any Service may be discontinued at any time, with or without reason or cause.

(d) Broadjam disclaims any and all responsibility for the deletion, failure to store, misdelivery or untimely delivery of any information or Material. Broadjam disclaims any and all responsibility for harm resulting from downloading or accessing any information or Material on the Internet or through the Site.

(e) THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BROADJAM AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. BROADJAM AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF ANY BROADJAM SERVICE. BROADJAM AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SITE. NO OPINION, ADVICE OR STATEMENT OF BROADJAM OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. BROADJAM AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS APPEARING ANYWHERE ON THE SITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED ANYWHERE ON THE SITE.

(f) BROADJAM AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE

SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND ANY SERVICE AND YOUR RELIANCE THEREON. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL, INFORMATION OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL, INFORMATION OR DATA.

(g) SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS.

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» 1.11 Limitation of Liability.

(a) NEITHER BROADJAM NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES (TOGETHER, FOR PURPOSES OF THIS SECTION, "BROADJAM"), ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON THE SITE OR ANY BROADJAM SERVICE OR ANY LINKED SITE, EVEN IF BROADJAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL BROADJAM'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON THE SITE OR ANY BROADJAM SERVICE, FROM INABILITY TO USE THE SITE OR ANY BROADJAM SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR ANY BROADJAM SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH

ANY LINKS PROVIDED AT, IN OR THROUGH THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITE OR ANY BROADJAM SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, AND LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SITE OR ANY BROADJAM SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE OR ANY BROADJAM SERVICE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

(b) SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS OR LIMITATIONS.

(c) WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL BROADJAM BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, EPIDEMIC, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

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👉 1.12 Copyright and Trademark Notices.

(a) All content included on this Site, including but not limited to text, graphics, logos, button icons, images, data compilations, code and source code, multimedia content, including but not limited to

images, illustrations, audio and video clips, html and other mark up languages, and all scripts within the Site or associated therewith, are the property of Broadjam or its content suppliers and is protected by United States and international copyright laws with All Rights Reserved. The compilation of all content on this Site is the exclusive property of Broadjam and is protected by United States and international copyright laws with All Rights Reserved. All software used on this site is the property of Broadjam or its software suppliers and is protected by United States and international copyright laws with All Rights Reserved.

(b) "Broadjam," "Broadjam Top 10," "Metajam", "broadjam.com", "Musicians of Broadjam," Mini MoB, PRIMO MoB and other trademarks, service marks, logos, labels, product names and service names appearing on the Site (collectively, the "Marks") are owned or licensed by Broadjam. Marks not owned by Broadjam or its subsidiaries are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Broadjam.

(c) You agree not to copy, display or otherwise use any Marks without Broadjam's prior written permission. The Marks may never be used in any manner likely to cause confusion, disparage or dilute the Marks and/or in connection with any product or service that is not authorized or sponsored by Broadjam.

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» 1.13 Parental Control Protections.

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at <http://internet-filter-review.toptenreviews.com/>

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» 1.14 Special Admonitions for International Use.

(a) We make no representation that products or services available on or through the Site or any Service are appropriate or available for use in other locations other than the United States. Those

who choose to access the Site or any Service from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. By accessing the Site or using any Services you are consenting to have your personal data transferred to and processed in the United States.

(b) Products, including software, made available through the Site or any Service are further subject to United States export controls. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. No such products may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any product available through the Site or any Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. We reserve the right to limit the availability of the Site and/or any Service or product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such Service or product that we provide.

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» 1.15 Contests; Third Party Services

From time to time, Broadjam may sponsor contests and games (hereinafter, "Broadjam Contests"). All Broadjam Contests are governed by specific rules. By entering Broadjam Contests you accept and become subject to such rules. Such rules supplement, incorporate by reference and are to be read together with and not to limit the provisions of this Agreement. Any conflicts or inconsistencies between Broadjam Contest rules and this Agreement shall be resolved on a case-by-case basis. We urge you to read the applicable rules, which are linked from each particular Broadjam Contest, and to review our Privacy Policy which, in addition to this Agreement, governs any related information you submit.

Broadjam may also provide access to certain services (including, without limitation and by way of example only: advertising, promotion, and submission processing services for contests, radio play, publishing, placement and licensing opportunities) that are supplied by others ("Third Party Services"). YOU EXPRESSLY ACKNOWLEDGE THAT BROADJAM BEARS NO RESPONSIBILITY FOR

THIRD PARTY SERVICES; BROADJAM EXPRESSLY DISCLAIMS ANY/ALL LIABILITY FOR THIRD PARTY SERVICES; AND BROADJAM MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO YOU REGARDING ANY ASPECT OF THIRD PARTY SERVICES. ANY CLAIM YOU MAY HAVE REGARDING ANY THIRD PARTY SERVICE MUST BE PURSUED DIRECTLY AND EXCLUSIVELY WITH THE INDIVIDUAL OR GROUP, WHETHER OR NOT ORGANIZED AS A LEGAL ENTITY (THE "THIRD PARTY PROVIDER"), THAT SUPPLIED THE THIRD PARTY SERVICE. BROADJAM IS NOT A PARTY TO ANY RULES, CONTRACTS OR OTHER AGREEMENTS BETWEEN YOU AND ANY THIRD PARTY PROVIDER, AND YOU EXPRESSLY AGREE NOT TO JOIN OR ATTEMPT TO JOIN BROADJAM AS A PARTY IN ANY DISPUTE BETWEEN YOU AND ANY THIRD PARTY PROVIDER.

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👉 1.16 Links or Pointers to Other Sites.

Without in any way limiting any other provisions of this Agreement, Broadjam makes no representations whatsoever about any other website that you may access through the Site. When you access another website, you understand that it is entirely independent from this Site, and that Broadjam has no control over the content of such website nor of its policies. In addition, a hyperlink to another website does not mean that Broadjam endorses or accepts any responsibility for the content, use or policies of the linked website or that the policies of that website are consistent with our policies or the terms and conditions of this Agreement. We strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download, from any site whatever, is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

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👉 1.17 Removal of Materials.

Upon receipt of your written request, Broadjam will remove any of your Materials from the Site within a reasonable period of time. Broadjam's licenses to use such Materials will continue for any copies of such Materials that may have been disseminated in any format or media prior to the actual removal of such Materials from the Site.

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» 1.18 Modifications to Agreement and Services.

You agree that, at any time, Broadjam may revise, change or modify any terms and conditions of this Agreement and/or any aspect of any Service, without notice to you. You can review the most current version of this Agreement at any time at: <http://www.broadjam.com>. When using any Service, you and Broadjam shall also be subject to any guidelines, Policies or rules applicable to such Service which may be posted on the Site from time to time. All such guidelines, Policies or rules are hereby incorporated by reference into this Agreement and you agree to their terms. Any such revisions, changes or modifications shall be binding and effective immediately upon posting of same to the Site.

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» 1.19 Miscellaneous.

(a) Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Broadjam's option.

(b) This Agreement is binding on the Parties and their respective heirs, legatees, executors, successors and assigns. Except for Policies and other agreements incorporated by reference herein, this Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.

(c) This Agreement shall be deemed to have been made in the State of Wisconsin, and it shall be governed by the substantive laws of the State of Wisconsin without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and federal courts sitting in Dane

County, Wisconsin, and you hereby waive any jurisdictional, venue or inconvenient forum objections. Provided, however, that if we are sued or joined in an action in any other court or forum in respect of any matter which may give rise to a claim by us hereunder, you consent to the jurisdiction of such court or forum over any such claim. Nothing in this paragraph or Agreement constitutes our consent to the assertion of personal jurisdiction over Broadjam otherwise than in Wisconsin.

(d) Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Nothing in this Agreement shall be construed or deemed to create any partnership, agency, joint venture, employment or franchise relationship between the Parties.

(e) Each Party hereto agrees to execute all further and additional documents as may be necessary or desirable to effectuate and carry out the provisions of this Agreement.

(f) Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.

(g) No breach of this Agreement by Broadjam shall be deemed material unless the Party alleging such breach shall have given Broadjam written notice of such breach, and Broadjam shall fail to cure such breach within thirty (30) days after its receipt of such notice.

(h) All notices required to be sent to Broadjam under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage paid, or by overnight delivery service, to Broadjam Inc., 211 S. Paterson St. Ste. 360 Madison, WI 53703 Attention: Legal (or such other address or addresses as may be designated by Broadjam herein).

(i) All duties, liabilities, obligations, warranties, representations, covenants, authorizations, agreements and restrictions undertaken by and/or imposed upon you in connection with this Agreement shall be deemed to apply jointly and severally to all members collectively and each member individually of any group at any time comprising the Artist whose recordings or other Materials you post, upload or otherwise make available to Broadjam. You affirmatively represent that you have the authority to bind all such individuals to the terms and conditions of this Agreement.

(j) You agree that regardless of any statute or law to the contrary, any claim or cause of action

against Broadjam, arising out of or related to use of the Site or any Service, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(k) Notice for California Users. Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice:

The Complaint Assistance Unit of the Division of Consumer Services of the California

Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112

Sacramento, California 95834, or by telephone at (800) 952-5210.

The provider of service is Broadjam, Inc. 211 S. Paterson St. Ste. 360 Madison, WI 53703 ,

telephone (608) 616-9539

There is no charge for using the Site. Charges for Subscriptions and particular Services are available by contacting Broadjam at the above address, Attention: Customer Service.

(l) You agree to defend, indemnify and hold Broadjam harmless against any losses, expenses, costs or damages (including any reasonable attorneys' fees and costs) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of any Service, and/or (c) the use of any Service by any other person using your Username. Broadjam may participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written

approval.

(m) This Agreement has no intended third party beneficiaries.

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✦ 1.20 Acceptance of Electronic Contract.

You agree that this Agreement has the same legal force and effect as a written contract with your written signature and that it satisfies any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You acknowledge that you have had the opportunity to print this Agreement.

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✦ SUBSCRIPTION PROVISIONS

✦ 2.01 General

(a) This Article II applies to any Person (hereinafter a "Subscriber") who subscribes to any member subscription service offered by Broadjam, including but not limited to, by way of example, Mini MoB or PRIMO MoB (hereinafter a "Subscription Service"). For purposes of this Agreement all Subscribers are also Users as defined herein.

(b) You agree to provide true, accurate, current and complete information about yourself as prompted by the subscription registration processes (such information being your "Account Information"). You further agree that, in providing such Account Information, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or

updated Account Information, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Account Information as required for your use of and access to the Site and any Service, as applicable.

(c) As a Subscriber, you will receive a unique username and password in connection with your account (collectively referred to herein as your "Username"). You agree that you will not allow another person to use your Username to access and use the Site or any Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your Username and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. Broadjam is not liable for any harm caused by or related to the theft of your Username, your disclosure of your Username, or your authorization to allow another person to access and use the Site or any Service using your Username. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account, including, but not limited to, any charges incurred relating to the Site or any Service. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you. You acknowledge that the complete privacy of your data transmitted while using the Site or any Service cannot be guaranteed.

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🌟 2.02 Term and Service Benefits.

The term of any Subscription Service shall commence when the Subscriber initiates payment for such Subscription Service or, if the Subscription Service is complimentary, when the Subscriber registers for such Subscription Service. All Subscription Services will extend for an initial period of one year (the "Term") and, unless terminated as provided herein, shall renew automatically for successive one-year periods. During the Term, the Subscriber shall be afforded the full use and benefit of the applicable Subscription Service as described on the Site (the "Service Benefits"), which Service Benefits may be revised by Broadjam from time to time without notice to the Subscriber. Due to technical considerations, certain Service Benefits may not be available to the Subscriber immediately upon commencement of the Term, but shall be provided to the Subscriber as soon as commercially reasonable. Please direct any questions about Subscription Services or Service Benefits to Broadjam by email at: customerservice@broadjam.com or by US mail at: Broadjam Inc., 100 S. Baldwin St. Ste. #204, Madison, WI 53703, Attn: Customer Service.

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» 2.03 Accuracy and Posting of Information and Materials.

The Subscriber agrees to:

(a) provide current, complete and accurate information about the Subscriber as required by the application process; and

(b) maintain and update such information as needed to keep it current, complete and accurate.

Subscriber acknowledges that Broadjam relies and will rely upon the accuracy of such information as supplied by Subscriber.

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» 2.04 Termination.

(a) Termination by Subscriber. Subscriber may terminate any Subscription Service at any time by providing Broadjam with written notice pursuant to this Agreement. Written notice will be followed by a confirmation request from Broadjam Customer Service. Confirmation is required to implement termination. Such termination will be effective after the paid period. In the case of termination by the Subscriber, the period that is already paid for will not be reimbursed. The Subscription Service will remain active until the end of the paid period.

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» 2.05 Subscription Fees.

(a) As consideration for a Subscription Service, Subscriber agrees to pay Broadjam all applicable subscription fees as posted on the Site at the time Subscriber applies for the Subscription Service. All subscription fees are due immediately pursuant to the payment option Subscriber chooses, and are non-refundable except as otherwise provided herein. Broadjam may exercise all available

remedies to collect fees due and owing for any Subscription Service.

(b) Broadjam may, at its sole discretion and for any Subscription Service, offer Subscriber the option to pay Subscriber's annual subscription fee in monthly installments (a "Payment Plan"). If Subscriber elects a Payment Plan, Subscriber agrees to provide Broadjam with a valid credit card number, which Broadjam will charge on a monthly basis for twelve (12) consecutive months, in an amount each month equal to 1/12th of the subscription fee for the Subscription Service, plus a finance charge, until the Subscription Service is terminated pursuant to this Agreement. By providing credit card billing information, Subscriber shall be authorizing Broadjam to charge that credit card until termination of the Subscription Service. Broadjam shall have the right immediately to discontinue Subscriber's Service Benefits if Broadjam does not receive payment when due.

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✿ 2.06 Modifications to Subscriber's Account.

In order to change any of Subscriber's account information, Subscriber must use the User Name and the Password that Subscriber selected when Subscriber registered as a Broadjam User. In no event will Broadjam be liable for any unauthorized use or misuse of Subscriber's User Name and Password.

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✿ 2.07 Breach.

Subscriber agrees that Subscriber's failure to abide by any provision of this Agreement or any Broadjam operating rule or policy, Subscriber's willful provision of inaccurate or unreliable information as part of the application process, Subscriber's failure to update Subscriber's information to keep it current, complete or accurate, and/or Subscriber's failure to respond to inquiries from Broadjam concerning the accuracy of Subscriber's account information shall be considered a material breach of this Agreement. If within ten (10) calendar days after Broadjam provides notice (in any form and via any method of delivery) to Subscriber of such material breach, Subscriber fails to provide evidence, reasonably satisfactory to Broadjam, that Subscriber has not breached its obligations under this Agreement, Broadjam may terminate all Services, Subscription

and otherwise, without further notice to Subscriber.

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✎ HOSTING AGREEMENT

✎ 3.01 Applicability

This Article III applies to any Person (hereinafter a "Hosting Subscriber") who subscribes to any web hosting subscription service offered by Broadjam, including but not limited to, by way of example, PRIMO MoB (hereinafter a "Hosting Service"). For purposes of this Agreement all Hosting Subscribers are also Subscribers and Users as defined herein.

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✎ 3.02 Reserved

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✎ 3.03 Hosting Subscriber's Representations, Warranties and Obligations.

(a) Hosting Subscriber represents and warrants to Broadjam that:

Hosting Subscriber has read and understands Broadjam's [DMCA policy](#);

Hosting Subscriber has the power and authority to enter into and perform Hosting Subscriber's obligations under this Agreement generally and this Article III specifically;

Any website that Hosting Subscriber develops and/or displays, performs, broadcasts, transmits or otherwise makes available by or through a Hosting Service (hereinafter, the Hosting Subscriber's "Website") does not and shall not contain any content, materials, data, work of authorship, trade or service mark, trade name, link, advertising or service that actually or potentially violates any

applicable law or regulation or infringes or misappropriates any proprietary, intellectual property, contract or tort right of any person;

Hosting Subscriber owns Hosting Subscriber's Website content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to use, reproduce, publicly perform and publicly display the content on and within Hosting Subscriber's Website; and

Hosting Subscriber's Website will not be used in connection with any illegal activity.

(b) Hosting Subscriber is responsible for ensuring that there is no excessive overloading on Broadjam's DNS or servers. Broadjam prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by Broadjam. Hosting Subscriber agrees that Broadjam reserves the right to remove Hosting Subscriber's Website temporarily or permanently from its hosting servers if Hosting Subscriber's Website threatens the stability of Broadjam's network.

(c) Hosting Subscriber may not use Broadjam's servers or Hosting Subscriber's Website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or any other abusive activities. Server hacking or other perpetration of security breaches is strictly prohibited and Broadjam reserves the right to remove websites that contain information about hacking or links to such information. Use of Hosting Subscriber's Website as an anonymous gateway is prohibited.

(d) Hosting Subscriber agrees not to engage in unacceptable use of any Hosting Service, including, without limitation, use of any Hosting Service to:

- » disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email;
- » disseminate or transmit any material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- » disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
- » create a false identity or to otherwise attempt to mislead any person as to the identity, source or

origin of any communication;

- » export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
- » interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account which Hosting Subscriber does not have authorization to access or at a level exceeding Hosting Subscriber's authorization;
- » disseminate or transmit any virus, Trojan horse or other malicious, harmful or disabling data, work, code or program; or
- » engage in any other activity deemed by Broadjam to be in conflict with the spirit or intent of this Agreement or any Broadjam policy.

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» 3.04 Availability of Services.

Subject to the terms and conditions of this Agreement, Broadjam shall attempt to provide Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of Hosting Subscriber's subscription. Hosting Subscriber agrees that from time to time the Hosting Service may be inaccessible or inoperable for any reason, including, without limitation, equipment malfunctions; periodic maintenance procedures or repairs which Broadjam may undertake from time to time; or causes beyond the control of Broadjam or which are not reasonably foreseeable by Broadjam, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Hosting Subscriber agrees that Broadjam makes no representation or assurance that Hosting Services will be available on a continuous or uninterrupted basis.

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» 3.05 Storage and Security.

At all times, Hosting Subscriber shall bear full risk of loss and damage to Hosting Subscriber's Website and all of Hosting Subscriber's Website content. Hosting Subscriber is solely responsible

for maintaining the confidentiality of Hosting Subscriber's Password and account information. Hosting Subscriber agrees that Hosting Subscriber is solely responsible for all acts, omissions and use under and charges incurred with Hosting Subscriber's account or password or any of Hosting Subscriber's Website content. Hosting Subscriber shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Hosting Subscriber's Website content; (ii) maintain independent archival and backup copies of Hosting Subscriber's Website content; (iii) ensure the security, confidentiality and integrity of all of Hosting Subscriber's Website content transmitted through or stored on Broadjam servers; and (iv) ensure the confidentiality of Hosting Subscriber's password. Broadjam's servers and Hosting Services are not an archive and Broadjam shall have no liability to Hosting Subscriber or any other person for loss, damage or destruction of any of Hosting Subscriber's content. If Hosting Subscriber's password is lost, stolen or otherwise compromised, Hosting Subscriber shall promptly notify Broadjam, whereupon Broadjam shall suspend access to Hosting Subscriber's Website by use of such password and issue a replacement password to Hosting Subscriber or Hosting Subscriber's authorized representative. Broadjam will not be liable for any loss that Hosting Subscriber may incur as a result of someone else using Hosting Subscriber's password or account, either with or without Hosting Subscriber's knowledge. However, Hosting Subscriber could be held liable for losses incurred by Broadjam or another party due to someone else using Hosting Subscriber's account or password.

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» 3.06 Spam Policy.

(a) Broadjam does not tolerate the transmission of spam. We monitor all traffic to and from our Web servers for indications of spamming and maintain a spam abuse compliant center to register allegations of spam abuse. Customers suspected to be using Broadjam products and services for the purpose of sending spam are fully investigated. Once Broadjam determines there is a problem with spam, Broadjam will take the appropriate action to resolve the situation. Our spam abuse compliant center can be reached by email at hosting@broadjam.com.

(b) Broadjam defines spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimilies (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive such communications from the sender. This can include, but is not limited to, the following:

Email messages

Newsgroup postings

Windows system messages

Pop-up messages (aka "adware" or "spyware" messages)

Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)

Guestbook or website forum postings

(c) Broadjam will not allow its servers or services to be used for the purposes of spam as described above. In order to use our products and services, Hosting Subscriber shall abide by all applicable laws and regulations, including but not limited to the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, as well as Broadjam's no-spam policies. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have already "opted-in" to receive messages from the sender specifically. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by Broadjam, conclusive proof of optin may be required for an email address or fax number.

(d) If Broadjam determines that Hosting Services are being used in association with spam, Broadjam will re-direct, suspend, or cancel such Hosting Service for a period of no less than 2 days. The Hosting Subscriber will be required to respond by email to Broadjam stating that Hosting Subscriber will cease to send spam and/or have spam sent on their behalf. Broadjam will require a non-refundable reactivation fee to be paid before Hosting Subscriber's Website, email boxes and/or other Hosting Services are reactivated. In the event Broadjam determines the abuse has not stopped after services have been restored the first time, Broadjam may terminate all Services associated with the Hosting Subscriber.

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✶ FINANCIAL TERMS AND CONDITIONS

» 4.01 Applicability

This Article IV applies to all Users.

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» 4.02 Currency

Fees and prices appearing on the Site are based on United States dollars. Payments for any Service or purchase made on or through the Site shall be made to Broadjam in United States dollars, except as provided in [Section 4.05](#) herein.

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» 4.03 Payments

You agree to pay for all fees and charges incurred under your Broadjam account or Username. If you have configured the account associated with your Username (your "Account") to pay for Services or purchases with a credit or debit card or similar form of payment (a "Card" payment method), you authorize any and all charges and fees incurred under your Account to be billed from time to time to your Card account. Regardless of the method of payment, it is your sole responsibility to advise Broadjam of any billing problems or discrepancies within thirty (30) days after such discrepancies or problems become known to you. Your Card issuer agreement governs the use of your designated Card account in connection with any fee, purchase or Service; you must refer exclusively to such issuer agreement, and not this Agreement, to determine your rights and liabilities as a Cardholder. If you submit a payment that results in Broadjam being charged non-sufficient funds, chargeback fees, or other similar fees, you agree to reimburse all such fees.

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» 4.04 Subscription Cancellation Refunds.

Monthly Billing Subscriptions. No refunds will be issued for monthly billing subscriptions. If monthly

billing is selected and is not cancelled by the end of the monthly period (30 days from the sign up date), your Card will be billed at the beginning of the next 30 day period. In order to avoid additional charges to your Card, you must contact Broadjam Customer Service by email (customerservice@broadjam.com) at least 5 days before your next billing period, to cancel your Subscription Service. Your email should include the following: registered name on the account, registered email address on the account, and the service to be cancelled. Notice will be followed by a confirmation request from Broadjam Customer Service. Confirmation is required to implement cancellation.

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» 4.05 Purchase Credits.

(a) [Merchants](#) who elect to be paid in Purchase Credits ("PCs") for sales at Broadjam, [Buyers](#) who choose to purchase PCs and Users who otherwise obtain PCs (collectively, "Holders" of PCs) shall hold PCs subject to the provisions of this Section 4.05 as well as all rules and policies posted on the Site relating to PCs.

(b) PCS ARE NONRETURNABLE AND NONREFUNDABLE.

(c) PCs do not have an expiration date. However, if there exists rules defined by the laws of your state that require Broadjam to terminate your right to use PCs if you have not used them within a specified number of years. Under those laws, Broadjam will attempt to contact you before terminating your right to use PCs.

(d) Holders shall have no right to redeem PCs for anything other than products or services that are:

- » available for purchase on the Site; and
- » wholly controlled by Broadjam.

(e) Holders shall have no right to demand cash or any other thing of value in exchange for PCs, except as provided in Section 4.05 (d).

(f) Interest shall not accrue on PCs.

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» 4.06 Complimentary Weekly Submission Credits.

(a) **Buyers** who choose to purchase the Primo MoB membership which includes complimentary Weekly Submission Credits ("WSCs") for the term of the membership purchased for use towards Music Licensing Opportunities services and shall hold WSCs subject to the provisions of this Section 4.06 as well as all rules and policies posted on the Site relating to WSCs.

(b) WSCs ARE NONRETURNABLE AND NONREFUNDABLE.

(c) One WSC is available for use each week for the duration of the membership purchased. One WSC is available each week starting Sunday at 12:00 am midnight CST. If unused, each WSC will expire on the following Sunday at 11:59 pm CST.

(d) The first WSC is valid from the date of membership purchase until the end of the first full week of WSC availability/membership (e.g. If a member purchases a Primo MoB membership including WSCs on Wednesday, November 14, 2012, that initial WSC will be available until the end of the first full week of WSC availability/membership or Sunday, November 25, 2012.)

(e) Holders shall have no right to redeem WSCs for anything other than Music Licensing Opportunities that are:

- i. available for purchase on the Site; and
- ii. wholly controlled by Broadjam.

(f) Holders shall have no right to demand cash or any other thing of value in exchange for WSCs, except as provided in Section 4.06 (e).

(g) Interest shall not accrue on WSCs.

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» 4.07 Complimentary Monthly Submission Credits.

(a) Buyers who choose to purchase the Film/TV membership which includes complimentary Monthly Submission Credits ("MSCs") for the term of the membership purchased for use towards Music Licensing Opportunities services and shall hold MSCs subject to the provisions of this Section 4.07 as well as all rules and policies posted on the Site relating to MSCs.

(b) MSCs ARE NONRETURNABLE AND NONREFUNDABLE.

(c) One MSC is available for use each month for the duration of the membership purchased. One MSC is available each month starting the first day of the month at 12:00 am midnight CST. If unused, each WSC will expire on the last day of the month at 11:59 pm CST.

(d) The first MSC is valid from the date of membership purchase until the end of the first full month of MSC availability/membership (e.g. If a member purchases a Film/TV membership including MSCs on Friday, December 14, 2012, that initial MSC will be available until the end of the first full month of MSC availability/membership or Thursday, January 31, 2013.)

(e) Holders shall have no right to redeem MSCs for anything other than Music Licensing Opportunities that are:

- i. available for purchase on the Site; and
- ii. wholly controlled by Broadjam.

(f) Holders shall have no right to demand cash or any other thing of value in exchange for MSCs, except as provided in Section 4.07 (e).

(g) Interest shall not accrue on MSCs.

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👉 4.08 Stale Checks.

Checks issued by Broadjam to any User, for any purpose, are VOID after 180 days from the date of issue. Users who fail to cash Broadjam-issued checks within such 180-day period will be charged a

\$2.00 fee for re-depositing funds from the stale check to the User's account. Users requesting replacement checks will be charged an additional \$5.00 fee for issuance of the replacement check.

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» 4.09 Broadjam Deliveries Refunds.

The following shall apply if you purchase Broadjam's Deliveries services.

Refunds will not be issued for Broadjam Deliveries services. If you experience a technical problem related to Broadjam Deliveries services, Broadjam will take steps in accordance with [Section 1.10](#) to ensure your transaction is completed successfully. Broadjam may at its sole discretion convey complimentary services to you in the event of a verified technical problem.

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» 4.10 Broadjam Music Software Refunds.

The following shall apply if you purchase Broadjam's Music Software services.

Refunds will not be issued for Music Software services. If you experience a technical problem related to Broadjam Music Software services, Broadjam will take steps in accordance with [Section 1.10](#) to ensure your transaction is completed successfully. Broadjam may at its sole discretion convey complimentary services to you in the event of a verified technical problem.

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